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11 *Attorneys for Plaintiff Scott Friedman*

12
13 **UNITED STATES DISTRICT COURT**
14 **DISTRICT OF NEVADA**
15

16 SCOTT FRIEDMAN, an individual,

17 Plaintiff,

18 v.
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20 UNITED STATES OF AMERICA; GENE M.
21 TIERNEY, individually and in his official
22 capacity as an FBI Agent; MATTHEW A.
23 ZITO, individually and in his official capacity as
24 an FBI Agent; THAYNE A. LARSON,
25 individually and in his official capacity as an
26 FBI Agent; LAS VEGAS METROPOLITAN
27 POLICE DEPARTMENT; JOE LEPORE,
28 P#6260, individually and in his official capacity
as an officer of the LAS VEGAS
METROPOLITAN POLICE DEPARTMENT;
DARREN HEINER, P#2609, individually and in
his official capacity as an officer of the LAS
VEGAS METROPOLITAN POLICE

Case No. 2:18-CV-000857-JCM-VCF

**STIPULATION AND ORDER
REGARDING CONFIDENTIALITY**

1 DEPARTMENT; JASON HAHN, P#3371,
2 individually and in his official capacity as an
3 officer of the LAS VEGAS METROPOLITAN
4 POLICE DEPARTMENT; TALI ARIK, an
5 individual; JULIE BOLTON, an individual; and
6 ARIK VENTURES, an entity formed by Tali
7 Arik,

8
9 Defendants.

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11 **STIPULATION AND ORDER REGARDING CONFIDENTIALITY**

12 The parties to this action expect that they might make information described in Fed. R.
13 Civ. P. 26 (a), including Confidential Information, as defined below, available to each other
14 in the course of this proceeding (“Action”). The parties to this Action also expect that they
15 might receive Confidential Information from non-party witnesses. In order to provide
16 reasonable protection for such information, and in consideration of the parties’ mutual
17 obligations under this Stipulation and Order Regarding Confidentiality (“Protective Order”),
18 the parties agree as follows:

19 1. This Protective Order shall apply to all non-public information, documents and
20 things subject to formal discovery or otherwise submitted to the Court in this action, which
21 are owned or controlled by a party or non-party and reasonably believed by that party or non-
22 party to contain its trade secrets or other confidential research, development, commercial or
23 personal information, including, without limitation, testimony adduced at depositions upon
24 oral examination or upon written questions, answers to interrogatories, documents produced,
25 information obtained from inspection of premises or things, and answers to requests for
26 admission. The term “CONFIDENTIAL MATERIAL(S)” shall include all the foregoing and
27 all information, documents and things derived therefrom, including but not limited to copies,
28 summaries or abstracts thereof.

1 2. The producing party or non-party (“Producing Person”) shall label or mark
2 documents and things that it reasonably deems to be CONFIDENTIAL MATERIALS with
3 the legend “CONFIDENTIAL” on each page of such document at the time of production or
4 copying. Where large numbers of documents are produced for inspection by the Producing
5 Person, the Producing Person may produce them with a written statement that the information
6 contained in the documents is confidential and then specifically label or mark each page of the
7 document “CONFIDENTIAL” at the time that a copy of the document is provided to the
8 requesting party to indicate that document is “CONFIDENTIAL” or the specific pages of the
9 document to indicate that only portions of the document are “CONFIDENTIAL.” The
10 designation of any information, documents, or things as CONFIDENTIAL shall constitute a
11 representation that counsel, in good faith, believes that the item so designated contains
12 CONFIDENTIAL MATERIAL as that term is defined herein.
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14 3. As to depositions upon oral examination, counsel may designate at the outset of
15 the deposition or during the course of the deposition by making a statement on the record that
16 certain testimony of the witness, including the deposition transcript and/or exhibits shall be
17 deemed CONFIDENTIAL. If no designation was made on the record, counsel shall have
18 thirty (30) days after the receipt by counsel of record of the transcript of the deposition to
19 designate any portion of the deposition transcript including exhibits as CONFIDENTIAL and
20 to notify all parties and counsel of record of such designation. The deposition transcript may
21 only be shown to the persons specified in paragraph 5 during the 30-day review period. If no
22 such designation is made within that 30-day period, the entire transcript of the deposition shall
23 be deemed to be non-confidential.
24

25 4. Unless otherwise stipulated in writing by all parties to this Protective Order and
26 approved by the Court or unless otherwise ordered by the Court, CONFIDENTIAL
27 MATERIALS shall be used solely for the purpose of the Action (which includes a motion to
28 compel filed by a party to the Action in a non-Nevada court) or a malpractice suit that arises

1 out of the Action, and not for any other purpose, and shall not be disclosed to any persons
2 other than those specified in paragraph 5 below without the prior written consent of the
3 Producing Person, or an order of the Court.
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5 5. Access to CONFIDENTIAL MATERIALS or dissemination thereof shall be
6 limited to the following, unless and until this Court rules that there may be further disclosure:

- 7 (a) The Court and all Court personnel (including all court reporters
8 employed by or through the Court) so long as the CONFIDENTIAL
9 MATERIALS are filed under seal in accordance with Paragraph 8
10 below, and all mediators;
11 (b) Private court reporters and other service personnel (such as
12 photocopying companies) employed in connection with this action who
13 have agreed to keep such material confidential;
14 (c) The parties, to the extent deemed necessary by counsel for that party,
15 for the prosecution, defense, or settlement of this action;
16 (d) Outside attorneys for the parties and employees in those law firms
17 whose functions require access to CONFIDENTIAL MATERIALS in
18 this proceeding;
19 (e) Consultants, expert witnesses and other persons employed by counsel
20 of record in this action who agree to abide by the terms of this protective
21 order pursuant to Paragraph 6, below;
22 (f) Persons whom counsel reasonably believes to be the authors, senders,
23 addressees, and copy recipients of, persons mentioned in such
24 CONFIDENTIAL MATERIALS, current or former employees of the
25 Producing Person and other persons with knowledge relating to the
26 information contained therein so long as (i) those persons have been
27 identified in Rule 26(a) disclosures (or amendments thereto) and (ii)
28

1 have agreed to abide by the terms of this Protective Order pursuant to
2 Paragraph 6, below;

3 (g) Witnesses at depositions subject to the provisions in Paragraph 3 above;
4 and

5 (h) Anyone else to whom the Producing Party agrees to permit disclosure
6 or the Court orders upon a showing of reasonable cause and subject to
7 such protections as the Court may order.
8

9 6. If any party or attorneys for any party intend to disclose material which has been
10 designated "CONFIDENTIAL" to persons described in Paragraphs 5(e) or 5(f) in the
11 preparation of the case, such persons shall first be required to execute a Consent to Be Bound
12 by Protective Order annexed hereto before allowing that person access to discovery materials
13 protected by this Protective Order. The executed Consent to Be Bound By Protective Order
14 need not be disclosed to the opposing party but must be kept in the files of the attorney for the
15 party for whose benefit the person's access to the materials is required and made available for
16 review upon a showing of good cause.
17

18 7. These restrictions may be altered or supplemented only by written stipulation
19 between the parties filed with and approved by the Court or by order of the Court on motion.

20 8. If CONFIDENTIAL MATERIALS are to be filed with the Court in connection
21 with any proceedings herein, they shall be filed with the Clerk of the Court in sealed envelopes
22 prominently marked with the caption of the case and the following notice:

23 **FILED UNDER SEAL**

24 THIS ENVELOPE CONTAINS CONFIDENTIAL DOCUMENTS SUBJECT TO A
25 PROTECTIVE ORDER AND IS NOT TO BE OPENED NOR THE CONTENTS
26 THEREOF TO BE DISPLAYED OR REVEALED EXCEPT AS DIRECTED BY THE
27 COURT.
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The Clerk of the Court is directed to maintain the confidentiality of any documents and transcripts of testimony filed in accordance with the above. Where reasonably possible, only CONFIDENTIAL portions of the filings with the Court shall be under seal. To the extent that the requirements of Paragraph 8 are inconsistent with any applicable local rules concerning the filing of materials under seal, then the local rules shall govern.

9. The acceptance of information, documents or things designated as CONFIDENTIAL MATERIALS by any party shall not constitute an admission or concession, permit any inference, or create a presumption that any such designation is in fact merited or appropriate. Any party challenging a CONFIDENTIAL designation shall designate in writing to the Producing Person those portions of the information, documents and things challenged as improperly designated and may, after conferring in good faith with opposing counsel, move the Court for an order that the designated information, documents or things shall not be accorded the protection for which the Producing Person has designated them. If such a motion is made, nothing herein shall alter any burden of proof that would otherwise apply in determining whether the subject information, documents or things are within the scope of Federal Rule of Civil Procedure 26(c), *i.e.*, the party asserting that materials are confidential bears the burden of demonstrating that the materials are confidential. Any information, documents or things as to which such a motion is served shall be accorded the protection for which they have been designated until the motion is determined, and if the motion is denied, for as long as the order denying the motion remains in effect.

10. In the event of an inadvertent disclosure of CONFIDENTIAL MATERIALS by any party to this agreement, the parties agree that no privileges will be waived where the Producing Party promptly notifies the other party of the inadvertent disclosure within a reasonable period of time following discovery of the inadvertent disclosure. Upon notification, the receiving party shall promptly return or destroy the requested CONFIDENTIAL MATERIALS and any copies thereof.

1 11. This Protective Order shall not prevent or prejudice any party from applying to
2 the Court for relief therefrom, or from applying to the Court for further or additional protective
3 orders, or from agreeing with the other party to a modification of this Protective Order, subject
4 to the approval of the Court.
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6 12. Within thirty (30) days after final termination of this Action, either by settlement
7 or a final judgment from which no further appeal may be taken, counsel and/or parties who
8 have received CONFIDENTIAL MATERIALS shall either (a) return all CONFIDENTIAL
9 MATERIALS including all copies, abstracts, or summaries thereof, or documents containing
10 information taken therefrom, but excluding court papers or exhibits or any materials which in
11 the judgment of receiving counsel are work product materials of said counsel in its possession,
12 custody, or control, to counsel for the party who has provided them in discovery or (b) shall
13 certify destruction thereof.
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15 13. This Protective Order shall not be construed as an agreement by any person to
16 produce or supply any document, or as a waiver by any person of his right to object to the
17 production of any document, or as a waiver of any claim of privilege with regard to the
18 production of any document.

19 14. The parties agree and acknowledge that this Protective Order will continue in
20 force after the termination of this Action.

21 15. The provisions of this Protective Order shall apply to (a) the parties to this
22 action including, but not limited to, their employees, officers, directors, agents,
23 representatives, subsidiaries, affiliates, related entities, assigns, successors-in-interest and any
24 individuals or companies retained by any of the parties; (b) court reporters; and (c) any person,
25 including the named parties and any others, who agrees to be bound by this Protective Order.
26

27 16. Each person who receives any CONFIDENTIAL MATERIALS hereby agrees
28 to subject himself/herself to the jurisdiction of this Court for the purpose of any proceedings
relating to the performance under, compliance with, or violation of, this Protective Order.

1 17. Nothing in this Protective Order shall preclude any party herein, their attorneys,
2 or any other person from disclosing or using, in any manner or for any purpose, any
3 information or documents not obtained in discovery in this Action, if such information is
4 lawfully obtained from a third party having the right to disclose such information even though
5 the same information or documents may have been produced in discovery in this Action as
6 CONFIDENTIAL MATERIALS.
7

8 DATED this 9th day of November, 2018.

9
10 CASTRONOVA LAW OFFICES, PC

MELANIE HILL LAW PLLC

11 By: /s/ Stephen G. Castronova
12 STEPHEN G. CASTRONOVA
13 Nevada Bar No. 7305
Attorney for Defendant Julie Bolton

By: /s/ Melanie A. Hill
MELANIE A. HILL
Nevada Bar No. 8796
Attorney for Plaintiff Scott Friedman

14
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16 ANGULO & STOBERSKI

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17 By: Thomas D. Dillard, Jr.
18 THOMAS D. DILLARD, JR.
19 Nevada Bar No. 6270
Attorney for Defendant Julie Bolton

By: /s/ Lisa A. Rasmussen
LISA A. RASMUSSEN
Nevada Bar No. 7491
Attorney for Plaintiff Scott Friedman

20 DAYLE ELIESON
21 UNITED STATES ATTORNEY

MARQUIS AURBACH COFFING

22 By: /s/ Greg Addington
23 GREG ADDINGTON
24 Nevada Bar No. 6875
Assistant U.S. Attorney
Attorney for Defendants United States
25 of America, Gene M. Tierney,
26 Matthew Zito and Thayne Larson

By: /s/ Jackie Nichols
JACKIE NICHOLS
Nevada Bar No.
Attorneys for LVMPD, Jason Hahn,
Darren Heiner and Joe Lepore

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SBAIH & ASSOCIATES

By: /s/ Jesse M. Sbaih
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Attorneys for Tali Arik
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EMERSON LAW GROUP

By: /s/ Philli R. Emerson
PHILLIP R. EMERSON
Nevada Bar No. 5940
Attorneys for Tali Arik

IT IS SO ORDERED:



CAM FERENBACH
UNITED STATES MAGISTRATE JUDGE

November 13, 2018

DATED: _____

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CONSENT TO BE BOUND BY PROTECTIVE ORDER

The undersigned hereby certifies that he or she has read the Protective Order in *Scott Friedman v. United States of America, et al.* and agrees to be bound by the terms of the Protective Order. The undersigned further certifies that he or she voluntarily submits to the personal jurisdiction of this Court for purposes of enforcement of the above-specified Protective Order. The undersigned agrees not to further disclose or use materials designated as CONFIDENTIAL for any purpose other than in connection with the lawsuit styled *Scott Friedman v. United States of America, et al.*

DATED this _____ day of _____, 20__.

[Signature]

[Printed Name]

[Title]

[Address]

[Address]

STATE OF _____)
COUNTY OF _____) ss.

Subscribed and sworn to before me this
_____ day of _____, 20__,
by _____.

Notary Public

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CERTIFICATE OF SERVICE

I hereby certify that on the 9th day of November, 2018, I electronically filed the **STIPULATION AND ORDER REGARDING CONFIDENTIALITY** with the Clerk of Court using the CM/ECF system, which will cause the document to be served upon the following counsel of record in this case:

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/s/ Melanie A. Hill
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